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WHEN RECORDED MAIL TO:  
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State of Oregon, County of Klamath  
 Recorded 10/14/04 9:31 a m  
 Vol M04 Pg 69683-86  
 Linda Smith, County Clerk  
 Fee \$ 36.00 # of Pgs 4

Wells Fargo Bank, N.A.

## Deed of Trust or Mortgage Modification

Reference #: 20042467000273

Account #: 0654-654-4553160-1998

This agreement is made this 23rd day of September 2004 between  
 Wells Fargo Bank, N.A.  
 existing under the laws of the United States of America having its office at  
 420 Montgomery Street San Francisco, CA 94104

(the "Bank") and

Name(s) of borrower(s) DENA L KEPPEN(the "Borrower") residing at 13351 CRYSTAL SPRINGS RD KLAMATH FALLS, OR 976039636

Address

City

State

Name(s) of borrower(s) DAN G KEPPEN(the "Borrower") residing at 13351 CRYSTAL SPRINGS RD KLAMATH FALLS, OR 976039636

Address

City

State

Name(s) of borrower(s) \_\_\_\_\_

(the "Borrower") residing at \_\_\_\_\_

Address

City

State

Name(s) of borrower(s) \_\_\_\_\_

(the "Borrower") residing at \_\_\_\_\_

Address

City

State

Name(s) of borrower(s) \_\_\_\_\_

(the "Borrower") residing at \_\_\_\_\_

Address

City

State

Name(s) of borrower(s) ) \_\_\_\_\_

(the "Borrower") residing at \_\_\_\_\_

Address

City

State

and DENA L KEPPEN

Name(s) of mortgagor(s)/trustor(s)

(the "Mortgagor") residing at 13351 CRYSTAL SPRINGS RD KLAMATH FALLS, OR 976039636

Address

City

State

and DAN G KEPPEN

Name(s) of mortgagor(s)/trustor(s)

and \_\_\_\_\_

Name(s) of mortgagor(s)/trustor(s)

and \_\_\_\_\_

Name(s) of mortgagor(s)/trustor(s)

and \_\_\_\_\_

Name(s) of mortgagor(s)/trustor(s)

and \_\_\_\_\_

Name(s) of mortgagor(s)/trustor(s)

**Recitals**

1. The Bank is the holder of the home equity line of credit agreement of the Borrower dated 10/25/2002, payable to the order of the Bank with the original maximum available principal amount of \$ 30,000.00 ("Note") with a maturity date of 10/25/2032.
2. To secure payment of the Note, the Mortgagor has given a mortgage or deed of trust ("Mortgage") to the Bank, dated 10/25/2002, subjecting to the lien thereof certain real estate located in KLAMATH COUNTY OR (state) more particularly described in the Mortgage.
3. The Mortgage was filed for record on 11/12/2002, in the office of the RECORDER of the above named COUNTY as Document No. N/A in Book/Roll N/A Page/Image N/A.
4. In connection with the filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of said COUNTY in the amount of \$ N/A on N/A and that Treasurer placed his or her stamp on the Mortgage, said stamp bearing number N/A.
5. The Borrower/Mortgagor acknowledges that the Note and the Mortgage are legal and binding obligations, free and clear of any claim, defense or offset.
6. The Borrower/Mortgagor and the Bank now desire to make changes to the Note and Mortgage (including any previous modifications) as described below.

**Agreement**

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties hereto agree as follows:

☒ **Margin**

The Borrower hereby agrees that the finance charge will be ☐ increased ☐ decreased to 1/365 of an annual rate of N/A % over the "Index Rate," which is disclosed in the Note. ☐ If the Borrower ceases to be an employee of the Bank or its affiliates, the Bank will increase the rate by adding N/A %.

☒ **Credit Limit**

The Borrower/Mortgagor hereby agrees that the maximum available principal amount of the Note is now \$50,000.00 and that the lien of the Mortgage shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

The references in the Mortgage to the maximum amount of the line of credit are hereby amended to the extent necessary to reflect the increased maximum amount of the line of credit. Each reference in the Mortgage to the line of credit shall be deemed, on and after the date of this Agreement, to refer to the modified maximum amount of the line of credit.

1. All original terms of the Note and Mortgage (as amended by any written modification) remain in effect except as amended hereby, and the Borrower/Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Note and Mortgage, if applicable, at the time and in the manner therein provided.
2. The Borrower agrees to pay or reimburse the Mortgagee for any and all fees payable to public officials in connection with this Agreement and the recording hereof, including any mortgage registry tax that is due.
3. This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the Note. Credit insurance means credit life, credit accident and health and/or credit disability insurance.
4. The Borrower agrees that the Bank may make certain changes to the terms of the line of credit and Note at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest the Borrower will pay). The Bank also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Bank also may change the index and margin the Bank uses to determine the annual percentage rate if that index is no longer available. The Bank can make any of these changes discussed above without the Borrower's consent, unless state law provides

otherwise. The Bank will give the Borrower notice of any change that is required by law.

The Bank also can make changes that the Bank and Borrower agree to in writing.

**NOTICE TO CONSUMER**

(For purposes of this notice, "Consumer" and "I" refer to the Mortgagor)  
THIS IS A CONSUMER CREDIT TRANSACTION.

I understand that:

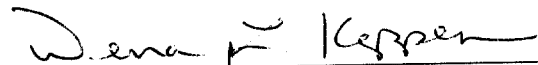
- I should not sign this agreement before I read the entire document, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitled to receive a refund of unearned charges in accordance with the law.

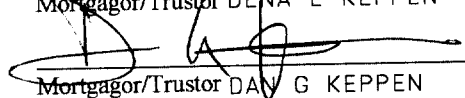
IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledge the receipt of a copy hereof as of the day and year above.

Wells Fargo Bank, N.A.  
Name of Bank

By: 

ITS 

  
Mortgagor/Trustor DENA L KEPPEN

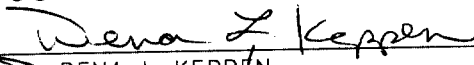
  
Mortgagor/Trustor DAN G KEPPEN

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Mortgagor/Trustor

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Mortgagor/Trustor

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Mortgagor/Trustor

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Mortgagor/Trustor

  
Borrower DENA L KEPPEN

  
Borrower DAN G KEPPEN

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Borrower

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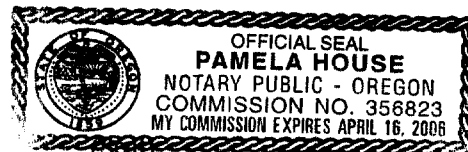
## FOR NOTARIZATION OF BANK PERSONNEL

## ACKNOWLEDGMENT (All-Purpose):

STATE OF Oregon, COUNTY OF Clatsop } ss.On SEP 23 2004 before me, the undersigned, a Notary Public in and for said State, personally appearedDana L. Heppen

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Pamela HouseName: Pamela House  
(type or printed)My Commission expires: April 16, 2006

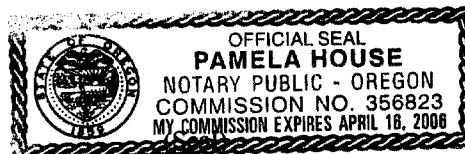
## FOR NOTARIZATION OF BORROWERS/MORTGAGORS

## ACKNOWLEDGMENT (All-Purpose):

STATE OF Oregon, COUNTY OF Clatsop } ss.On SEP 23 2004 before me, the undersigned, a Notary Public in and for said State, personally appearedDana L. Heppen

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Pamela HouseName: Pamela House  
(type or printed)My Commission expires: April 16, 2006

## ACKNOWLEDGMENT (All-Purpose):

STATE OF ARIZONA, COUNTY OF Maricopa } ss.On September 29th 2004 before me, the undersigned, a Notary Public in and for said State, personally appearedJEREMY A. VIZOMATI

☒ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Christina FarinasName: Christina Farinas  
(type or printed)My Commission expires: May 11, 2008